

Boeing Realty Corporation
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14 November 2002
C6-BRC-T-02-026

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
Los Angeles Region
320 W. 4th Street, Suite 200
Los Angeles, CA 90013



Attention: John Geroch

Subject: **DECLARATION OF RESTRICTED COVENANTS FOR BOEING
REALTY CORPORATION, FORMER C-6 FACILITY, 19503 SOUTH
NORMANDIE AVENUE, LOS ANGELES, CA**

Dear Mr. Geroch:

Please find enclosed for your review, a copy of the subject document. This document outlines the restrictions of land use for property described as Parcels 1 through 44 of Tract Map Number 52172 in the City of Los Angeles. This property includes BRC Former C-6 Facility Parcel C.

If you have any questions concerning this document, please contact the undersigned at 562-593-8623.

Sincerely,

A handwritten signature in cursive script, appearing to read "Stephanie Sibbett".

Stephanie Sibbett
Boeing Realty Corporation

Cc: Mario Stavale, Boeing Realty Corporation

enclosure

WHEN RECORDED, MAIL TO:

BOEING REALTY CORPORATION
4060 Lakewood Boulevard, 6th Floor
Long Beach, California 90808-1700
Attn: S. Mario Stavale

(Space Above Line for Recorder's Use Only)

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants is made as of December __, 1998 by BOEING REALTY CORPORATION, a California corporation (formerly known as McDonnell Douglas Realty Company) ("Declarant"), pertaining to the approximately 170-acre tract described as Parcels 1 through 44 of Tract Map No. 52172 in the City of Los Angeles, as filed in Book __, Pages __ through __, inclusive of Miscellaneous Maps, in the Official Records of the County of Los Angeles, State of California (the "Property").

Declarant hereby declares, for itself and all successors and assigns in all or any portion of the Property, that the Property shall be, sold, leased and conveyed subject to the following covenants, conditions and restrictions in perpetuity:

- (i) Development of the Property shall be limited to commercial and industrial uses;
- (ii) The Property shall not be used for agricultural purposes;
- (iii) No drinking water production wells shall be installed on the Property;
- (iv) No portion of the Property shall be used for residential purposes, hospitals for humans, health care facilities, schools for persons under 21 years of age, day-care centers for children (except those offered as a service in connection with a hotel, motel or temporary lodging facility) or any permanently occupied human habitation, including hotels and motels which are used as permanent residences (but not including, and instead permitting, hotels, motels and temporary lodging facilities which allow for temporary or extended stays).

The covenants, conditions and restrictions declared herein are interests in the Property which shall be appurtenant to and shall run with the Property, and the benefits and burdens of which shall bind and benefit all parties having or acquiring any right, title or interest in all or any portion of the Property. Upon recordation of this Declaration, every person or entity that now or hereafter owns or acquires any right, title or interest in or to all or any portion of the Property is and shall be conclusively deemed to have consented and agreed to every provision of this Declaration and every covenant, condition, and restriction created by this Declaration, whether or not any reference to this Declaration is contained in the instrument by which such person or entity acquired such interest in the Property. This Declaration is made for the direct, mutual and reciprocal benefit of all portions of the Property and shall create reciprocal rights and obligations as set forth in this Declaration.

Notwithstanding any provision of this Declaration, no breach of the covenants, conditions or restrictions, nor the enforcement of any provisions contained in this Declaration shall affect, impair, or defeat the lien or charge of any duly recorded mortgage or deed of trust encumbering any portion on the Property, or affect, impair, or defeat the interest of the mortgagee, or its successor by merger or acquisition, or any entity in which the mortgagee or such successor has a substantial direct or indirect ownership interest, or any entity which has a substantial direct or indirect ownership interest in the mortgagee (the mortgagee and such parties are collectively referred to as the "Mortgagee") pursuant to such a mortgage, provided that such mortgage is

made in good faith and for value. Except as provided in this paragraph, all covenants, conditions, restrictions, and provisions of this Declaration shall be binding upon and effective against any owners whose title is derived through foreclosure, deed in lieu of foreclosure, or trustee's sale during the period of their ownership, provided that no indemnity obligation under this Declaration shall bind or be effective against the Mortgagee or its first successor in interest or the grantee under a foreclosure, deed in lieu of foreclosure, or a trustee's sale conducted in connection with any Mortgagee's security interest in the Property.

This Declaration may be amended or terminated, or any provisions hereof modified or waived, only upon the prior written consent of (i) the Los Angeles Regional Water Quality Control Board ("Water Board") (or its successor or designee from time to time having primary jurisdiction as "lead agency" over the environmental condition of the Property) and (ii) the party owning the parcel as to which such amendment, termination, modification or waiver will apply and (iii) parties owning a majority of the Property (based on acreage). Any such termination, amendment, modification or waiver shall be effective upon the recording in the Official Records of Los Angeles County of an appropriate instrument in writing, executed and acknowledged by such majority of owners of the Property and approved by the Water Board (or such successor or designee).

IN WITNESS WHEREOF, Declarant has executed this instrument as of the date and year first written above.

BOEING REALTY CORPORATION, a
California corporation (formerly known as
McDonnell Douglas Realty Company)

By: _____